

1. Agenda

Documents:

[BOMC-6-25-18-RM-AGENDA.PDF](#)

2. Meeting Called To Order

3. Invocation/Pledge To The Flag

4. Adoption Of Agenda

5. Approval Of Minutes

6. Commissioner Updates

7. Citizens' Comments

8. Old Business

8.I. 2018 Tax Millage Rate Ordinance -- Third Of Three Required Readings

9. New Business

9.I. Laredo Drive Study Contract

9.II. Agreement With Stevens & Wilkinson, Inc. For 3D Modeling Of Downtown

Documents:

[3D MODEL CONTRACT.PDF](#)

9.III. Resolution To Adopt Communication Plan & Public Comment Policy

Documents:

[COMMUNICATION PLAN RES.PDF](#)

10. Announcements

11. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
June 25, 2018
Immediately Following Public Hearing**

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Invocation (Commissioner Yelton)
- Item No. 3 Pledge to the Flag
- Item No. 4 Adoption of Agenda
- Item No. 5 Approval of Minutes:
May 9th special called work session
May 16th work session
May 23rd special called work session
May 23rd regular meeting
- Item No. 6 Commissioner Updates – Subjects of General Interest and Concern
- Item No. 7 Citizens' Comments:
"It's another beautiful day in Avondale Estates" – Thomas P. Samford
- Item No. 8 Old Business:

2018 Tax Millage Rate Ordinance – Third of Three Required Readings

The millage rate is a number set each year to calculate property taxes. A millage rate of 9.957 mills is proposed for 2018. Even though that is the current rate, taxes would rise 8.32% because of increased property values. For taxes to remain the same, a millage rate of 9.192 mills would be set.

- Item No. 9 New Business:

Laredo Drive Study Contract

"Intersection improvement at Laredo Drive and North Clarendon Avenue" is included in the City's Downtown Master Plan. To move forward with this project, staff applied for and received a grant from the Atlanta Regional Commission as part of the Livable Centers Initiative (LCI) program for a total of \$50,000. The City is responsible for 20% of the total project cost, which is \$10,000. The project will study the

intersection and adjacent area to provide options for improving the functionality and aesthetics of this gateway into the City, taking into account projected growth. A demonstration project and report will also be included in the project. The City Manager requires approval to execute the contract.

Agreement with Stevens & Wilkinson, Inc. for 3D Modeling of Downtown

Bob Hughes of Brilliance Photography made a presentation at the April 25th special called work session. He showed how his drones can scan the central business district and generate a 3D map and database. The information can be used by the City, consultants and developers to facilitate envisioning, zoning discussions and business development. The proposal was again discussed at the May 9th special called work session.

Resolution to Adopt Communication Plan & Public Comment Policy

One of the BOMC's strategic priorities is communications. City staff was asked to develop a draft Communications Plan which will be discussed. The BOMC also requested that staff make recommendations for changes in the public comment portion of meetings as well as the format for minutes. This has been discussed at two work sessions and reviewed by the City Attorney.

Item No. 10

Announcements

The day that Avondale Estates is at its best will be here next week! Per tradition, the July 4th parade will make its way north on Clarendon Avenue at 10:00 a.m. Then make sure you're rested up for an evening at Lake Avondale culminating in a spectacular fireworks show. City Hall will also be closed that day.

We regret to announce the passing of City residents Mary Payne and Bob Woodall.

Item No. 11

Adjournment

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made this ____ day of _____, 2018, between the City of Avondale Estates, a municipal corporation organized under the laws of Georgia having its administrative offices at 21 North Avondale Plaza, Avondale Estates, GA 30002 ("City"), and Stevens & Wilkinson, Inc. of 100 Peachtree Street, NW, Suite 2500, Atlanta, GA 30303 ("Consultant").

RECITALS

A. City has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").

B. City has determined that the Project involves the performance of professional and technical services of a temporary nature.

C. City desires to engage Consultant, and Consultant agrees to render certain technical advice and professional services to City, as necessary.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit A, Downtown Avondale Estates Proposal for Professional Services Photogrammetry and 3D Modeling by Stevens & Wilkinson, Inc.

SECTION TWO. PROPOSAL SUBMITTAL

The parties mutually agree that the following attached documents and any addenda are incorporated in this Agreement by this reference: Exhibit A.

SECTION THREE. SCOPE OF WORK

Consultant's scope of work is described in the proposal attached to and incorporated in this Agreement by this reference.

SECTION FOUR. SCOPE OF WORK—ADDITIONAL SERVICES

If additional services are requested by City, Consultant shall advise City in writing of the need for additional services and the

cost and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Consultant and has given its written authorization to proceed. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION FIVE.
RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant represents and states to City that it possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that it will follow the current generally accepted practices of the profession in carrying out its obligations under this Agreement.

**SECTION SIX.
INDEPENDENT CONTRACTOR**

The parties to this Agreement agree that Consultant, its employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this Agreement and that Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.

**SECTION SEVEN.
MATERIALS AND EQUIPMENT**

Consultant shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

**SECTION EIGHT.
DIGITAL FILES**

Consultant shall furnish copies of all deliverables in the formats set forth in Exhibit A, including, but not limited to, digital format.

**SECTION NINE.
EMPLOYMENT OF PERSONNEL**

Consultant shall provide experienced and qualified personnel to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION TEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, Consultant agrees to perform the Project in accordance with the proposal. The services of Consultant are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement.

**SECTION ELEVEN.
COMPENSATION**

Subject to the provisions of this Agreement, Consultant agrees to perform the work and services specified and outlined in the proposal for the total project fee of Nine Thousand Nine Hundred Sixty Dollars (\$9,960.00), as more specifically detailed in Exhibit A, unless specifically authorized by a written contract amendment prior to the commencement of any additional work. An invoice(s) shall be prepared by Consultant in accordance with attachments and submitted to City.

**SECTION TWELVE.
AUDIT AUTHORITY**

Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Consultant shall preserve these records, books, correspondence and other data relating to this Agreement for a period of two years after final payment, or for such longer period as may be required by law. In addition, Consultant agrees to make such records, books, correspondence and other data relating to this Agreement available to City at City's principal place of business upon reasonable written notice. The City Manager, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by City for the proper examination of the work and services and all parts of such work and services. Such inspection shall not relieve Consultant from any obligation to perform such work and services strictly in accordance with the specifications or any modifications of the specifications and in compliance with the law.

**SECTION THIRTEEN.
ASSIGNMENT**

Consultant shall not assign any duties, responsibilities or obligations under this Agreement without prior written consent of City.

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs which arise out of, pertain to, or relate to the extent same are caused in whole or in part by the negligence, recklessness, or willful misconduct of Consultant.

**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning, and throughout the duration, of the work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to City. Consultant shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$3,000,000 general aggregate.

2. Workers' Compensation as required by law.

3. Business motor vehicle coverage (Auto Liability).

4. Consultant shall provide evidence of professional liability insurance on a policy form appropriate to consultant's profession. Limits shall be no less than \$1,000,000 per claim.

B. Certificates of Insurance and Endorsements.

Consultant will file a certificate of insurance and endorsement naming City as an additional insured under General Liability and Auto Liability. Such liability insurance maintained by Consultant shall be primary and non-contributory and any coverage maintained by City shall not be expected to contribute to any claims arising from the work under this Agreement. These certificates shall be filed with City within fifteen days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without thirty days' written notice to City prior to the effective date of such cancellation or change in coverage.

**SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by Consultant pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and city laws and any rules or regulations promulgated under such laws.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

City's representative or his or her designee shall at all times have the right to inspect the work, services or performance of Consultant. Consultant shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Consultant of any obligation to perform such services in accordance with the law or this Agreement.

**SECTION EIGHTEEN.
NO WAIVER**

Consultant agrees that any waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.
NOTICES**

All notices to be given under this Agreement, or which may be given by either party to the other, shall be considered fully received when made in writing and hand delivered or deposited in the United States mail return receipt requested or via overnight delivery service, and postage prepaid, and addressed to the respective parties as follows:

A. If to City:

City Manager
City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, GA 30002

B. If to Consultant:

Stevens & Wilkinson, Inc.
ATTN: William H. Clark
100 Peachtree Street, NW, Suite 2500
Atlanta, GA 30303

**SECTION TWENTY.
TERMINATION**

This Agreement may be terminated by either party upon fifteen (15) days' written notice to the other party. In the event of such termination, City shall pay Consultant for all services performed to the satisfaction of City to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to City. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to City or in the possession of Consultant.

**SECTION TWENTY-ONE.
OWNERSHIP OF DOCUMENTS**

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant.

When Consultant creates any copyrightable material or invents any patentable property under this Agreement, City shall retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

**SECTION TWENTY-TWO.
GOVERNING LAW**

This Agreement shall be administered and interpreted under the laws of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, then such part shall be inoperative and void insofar as it is in conflict with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-THREE.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of City and Consultant as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

The parties have executed this Agreement as of the day and year first above written.

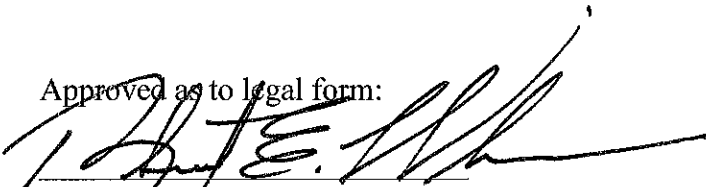
City of Avondale Estates

By: _____ (print name)
Its: _____

Stevens & Wilkinson, Inc.

By: _____ (print name)
Its: _____

Approved as to legal form:



Robert E. Wilson, City Attorney

EXHIBIT A

Downtown Avondale Estates Proposal for Professional Services Photogrammetry and 3D Modeling

(Attach Proposal)

100 Peachtree St. NW, Suite 2500 Atlanta, GA 30303
T 404.522.8888 F 404.521.6204
www.stevens-wilkinson.com

May 14, 2018
Revised

Board of Mayor and Commissioners
City of Avondale Estates
Avondale Estates, Georgia 30002

Re: Downtown Avondale Estates
Proposal for Professional Services
Photogrammetry and 3D Modeling

Dear Commissioners,

We are pleased to submit a proposal for professional services for photogrammetry and 3D modeling of the Avondale Estates downtown area.

Project Scope

The scope of work will include the flying of a drone by Bob Hughes of Brilliance Photography to electronically photograph and scan the downtown area. The flight path of the drone and associated camera will include over 800 photos at an elevation of approximately 200 feet and is generally noted in the attached flight plan. The documented area will be bounded by North Avondale Road, Sams Crossing, the Northern Railroad tracks, and North Clarendon/Laredo Dr.

After the photography and scanning is complete, Stevens & Wilkinson will collect the data and utilize "ReCap" and "Revit" software to create a 3D model of the downtown area. The completed 3D model will be provided to the BOMC for your use and ownership.

Stevens & Wilkinson will be happy to house the digital files on our servers if desired and can provide access to the files through an FTP site or other means as needed by the City. Housing the files and providing access will be at no cost to the City.

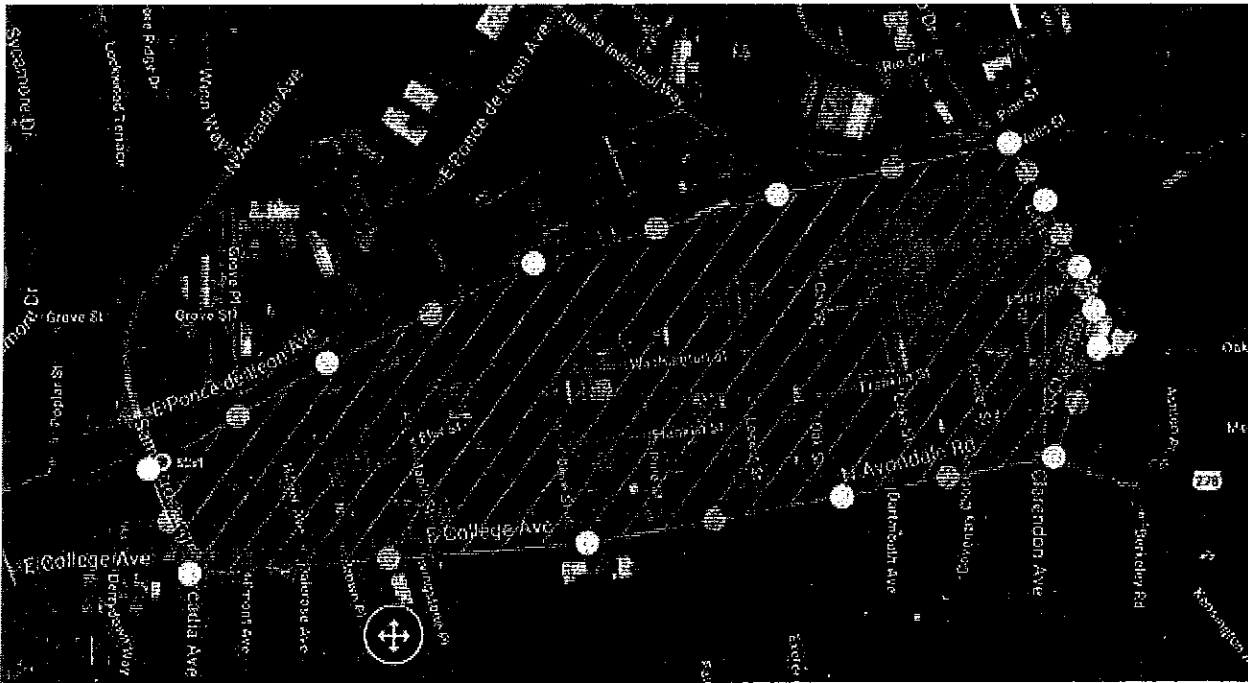
Stevens & Wilkinson will provide a transfer agreement of the digital data from Stevens & Wilkinson to the City noting purpose, use and limitations and will be happy to assist the City with a similar agreement as the City provides the model and digital data to other third parties.

3D Model Purpose and Use

As discussed, the high resolution photographs and model can be utilized for the following:

- To help visualize the downtown area three dimensionally and to assist residents and the community to better understand the physical attributes of the downtown area
- To be a tool and resource for consultants, engineers, potential developers, planners, etc. as our city proceeds with street grid planning, development of the city owned 4 acres, zoning revisions, TAD analysis, storm water planning, traffic calming along North Avondale and other initiatives planned by the City
- For use by the DDA in their efforts to attract new businesses, potential developers, etc. as part of marketing materials and associated public relations efforts
- To be a tool for consultants and community volunteers as we envision our downtown framework

The 3D model will be provided to the city for its use and ownership. Though not a legal plat and survey of existing conditions, the model should provide sufficient accuracy of streets, sidewalks, structures and topography for conceptual planning purposes.



Drone flight plan for the 103-acre site

Project Fees

We propose the following fees for services:

Photogrammetry - Provided by Brilliance Photography	\$2400
Data Assimilation and Modeling - Provided by Stevens & Wilkinson (84 hours at \$70/hr)	\$5880
Modeling Services as needed by the City for "fly throughs" and other purposes after the model is completed (24 hours @ \$70/hr)	\$1680
<hr/>	
Total	\$9960

Project Schedule

	<u>Duration</u>
Photography and scanning	1 week
3D Modeling	3 weeks

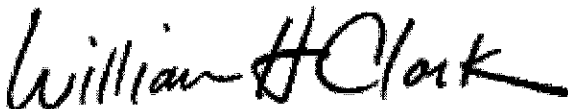
Fee Acceptance

This letter agreement will serve as approval for professional services as outlined above. If there is a standard city agreement form we will be happy to execute that as well.

We value this opportunity to work with the City of Avondale Estates. Should you have any questions about this proposal, please feel free to contact me.

Sincerely,

STEVENS & WILKINSON, Inc.



William H. Clark, AIA, LEED AP
Principal

Accepted by Avondale Estates

A RESOLUTION

**ADOPTING THE COMMUNICATIONS PLAN
AND PUBLIC COMMENT POLICY**

WHEREAS, effective and timely communication with residents and beyond is of vital importance to the Avondale Estates leadership; and

WHEREAS, an written and adopted Communications Plan provides the benefit of increasing citizen involvement, effective two-way communication, and relationship building both inside and outside the City's boundaries; and

WHEREAS, a Communications Plan should provide for open two-way communication, community problem-solving, and strong and consistent messages, as well as be proactive and inclusive; and

WHEREAS, a Public Comment Policy also encourages an atmosphere of open and equitable communication in a public forum; and

WHEREAS, a Communications Plan is represented in Exhibit A and Public Comment Policy is Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Commissioners of the City of Avondale Estates that the Board hereby adopts the Communications Plan and Public Comment Policy as show in Exhibits A and B.

SO RESOLVED, this 25th day of June, 2018.

THE CITY OF AVONDALE ESTATES

Attest:

Jonathan Elmore, Mayor

Gina Hill, City Clerk